



RE/MAX Lakes Realty provides these covenants/bylaws/horizontal property regime declarations as a convenience, and in no way guarantees the accuracy of these documents, and in no way represents that these documents are up to date and/or legally binding. It is the responsibility of any potential buyer, seller, investor, and/or real estate agent to contact any association contact and/or the Dickinson County recorder's office in order to satisfy themselves as to the very latest available documents.

These documents are the property of Sellboji.com, BojiHomes.com and RE/MAX Lakes Realty. The downloading of these documents for use by any other Real Estate Agency is strictly prohibited.

#07323

MISC BK #34

Filed at 2:47 PM
November 17, 2009

317

Fee \$294.00

INSTR NO. 09-07323

BK _____ PAGE _____

NOV 17 PM 2 47

**DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL PROPERTY REGIME FOR
TRI-VIEW ESTATES**

JAN BORTSCHELIER
RECORDER
DICKINSON COUNTY, IOWA

FEES 294.00

Jeff Harvey referred to herein as "Developer", hereby executes this instrument of Declaration of Submission of Property to a Horizontal Property Regime to be known as TRI-VIEW ESTATES (hereinafter referred to as "regime") all pursuant to Chapter 499B, Code of Iowa, (this and all other references in this Declaration and exhibits hereto to the Code of Iowa refer to the 2009 Code of Iowa), entitled Horizontal Property Act (Condominiums)" the same to take effect when filed for record in the offices of the Dickinson County Recorder.

RECITALS

A. The Developer is the owner of the land (the "Land") and proposed improvements to be known as TRI-VIEW ESTATES in the City of Spirit Lake, Dickinson County, Iowa. The legal description of such Land is as follows.

South 100 Feet of Block 8, Plat of Minnewaukon Beach, City of Orleans, Dickinson County, Iowa.

A Site Plan depicting the Land and the Buildings and Units constructed thereon, and the Common Elements as defined below, is attached hereto as Exhibit A (the "Site Plan").

B. The TRI-VIEW ESTATES shall consist of 3 separate Units located thereon. EACH UNIT SHALL CARRY A 1/3 INTEREST IN THE GENERAL AND LIMITED COMMON ELEMENTS. The building is a three story building, the top floor consisting of one separate unit, and the bottom two floors consisting of two separate, two-story units. All units are contained in a three-story wood frame buildings and asphalt shingles on the roof, with Unit A of Tri-View Estates being comprised of 6 bedrooms, Unit B of Tri-View Estates being comprised of 3 bedrooms, and Unit C of Tri-View Estates being comprised of 2 bedrooms. Also included in the Declaration are 3 garages units (one allocated to each unit) located within the single building constructed on the premises as shown on Exhibit A. Developer by this Declaration intends to make TRI-VIEW ESTATES a condominium as defined in Chapter 499B, Code of Iowa, and pursuant to this Declaration.

C. Developer's purpose, by filing this Declaration, is to submit and convey the Land described above and the Buildings to be constructed thereon, together with all appurtenances thereto, to the condominium form of ownership and use pursuant to the provisions of the aforesaid Horizontal Property Act, and to impose upon such property mutually beneficial restrictions under a general plan of improvement for the benefit of all condominiums and the owners thereof.

NOW, THEREFORE, Developer does hereby declare that all of the Land and Buildings to be constructed thereon be held subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in the furtherance of a plan for the improvement of the property and the division thereof into condominiums and shall run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any person owning an

interest in the real property, improvements and appurtenances thereto, his grantee successors, heirs, executors, administrators, devisees and assigns

ARTICLE I.

DEFINITIONS AND GENERAL

1. Association. The term "Association" means the conglomeration of owners of TRI-VIEW ESTATES, and its successors and shall, for purposes of this Declaration, be the "Council of Co-owners" as defined in Section 499B.2(3) Code of Iowa.
2. Building. The term "building" or "building(s)" means the building constructed on the Land containing the Units.
3. Common Elements or Areas. The term "common elements" or "common areas" means all general common elements and limited common elements as defined herein.
4. Condominium. The terms "condominium and/or townhome" when used as a noun means a Unit and appurtenances thereto.
5. Condominium Documents. The term "condominium documents" means this declaration, all exhibits attached hereto including the Articles of Incorporation and Bylaws of the Association, and supplements and amendments thereto.
6. General Common Elements. The term general common elements means and is described as all portions of the property not located within any Unit except such portions of the property which are defined or reserved as limited common elements, and the term also includes but is not limited to the Land, access drives (except for the portion thereof forming driveways in front of the individual Units), outside parking, sidewalks, landscaping, plantings and pertinent equipment and furnishings

All structural elements of the Building, including but not limited to the foundation, slabs, exterior walls, roof and attic, interior load bearing walls, walls dividing Units and walls separating Units from another common area, floors, ceilings, and other structural elements of the Building not reserved to a Unit are general common elements.

All sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, and piping located outside of any Unit or which serve more than one Unit are general common elements notwithstanding the same are located in part within a Unit
7. Owner. The term "owner" means the holder of a real property interest in a Unit, except when otherwise defined in the condominium documents, and excluding mortgages not in possession, lien holders and interests merely collateral in nature.
8. Ownership Units. The term "ownership Units" means the ownership Units made appurtenant to each Unit in Article III hereof for purposes including but not limited to determining each Unit's appurtenant share of the common elements, and determining voting and assessment in accordance with the Bylaws of the Association

9. Property or Project. The term "property" or "project" or the term "condominium property" or "condominium project" includes all property, real, personal or mixed submitted to the regime other than the personal property of any owner which might otherwise be considered submitted to the regime.
10. Unit. Each Unit shall consist of the area between the decorated and finished interior surfaces of its perimeter walls (including windows and sliding glass doors) and including the interior surface of the exterior door(s), and between the lower surface of the ceiling and the upper surface of the lowest floor. A Unit shall include and be defined by the above referred to surfaces and shall also include the garage area, windows, electric appliances, electrical fixtures and plumbing fixtures, including the heating, ventilating and air conditioning equipment and hot water heater within the Units, and non-load bearing partitions or walls within such area, except that all lines, wires, ducts and the like within any non-load bearing partition or wall which serve more than one Unit, shall be excluded and shall not constitute a part of the Unit. "Unit" shall have the same meaning as "apartment" as defined in Section 499B.2(1) Code of Iowa, except as further defined in this paragraph.
11. Plural and Gender. Whenever the context so permits or requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.
12. Successors, Grantees and Assigns. Reference to Developer, an owner, the Association, or any person or entity shall include the respective heirs, successors, grantees and assigns thereof.
13. Severability. The invalidity of a covenant, restriction agreement, undertaking, or other provision of a condominium document shall not affect the validity of the remaining portions thereof.
14. Incorporation. Exhibits attached hereto and referred to herein are hereby made a part hereof with the same force and effect as other provisions of this document; provided that, wherever specifically provided, modification of certain exhibits shall not be deemed an amendment of this Declaration.
15. Other Definitions. Certain other terms are defined at various places in this declaration and to the extent not defined herein, the definitions contained in the Horizontal Property Act shall control.

ARTICLE II.

IDENTIFICATION OF LAND, BUILDINGS AND UNITS

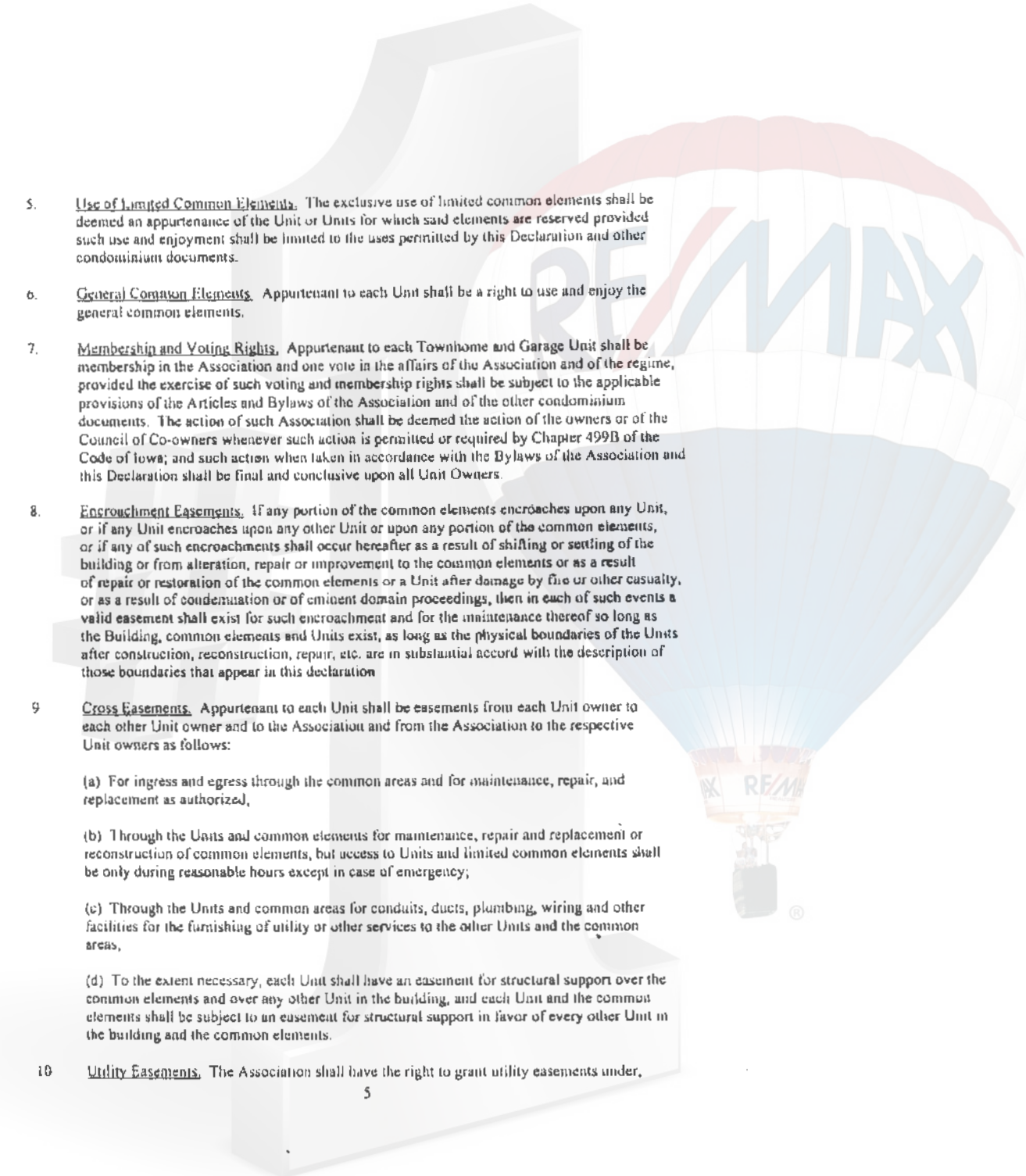
1. Location of Land and Improvements. The Land and improvements hereby submitted to the regime are located in Orleans, Dickinson County, Iowa, as legally described above and as depicted on the Site Plan. The Estates and garage units are hereby submitted to the regime. The Estates which are shown on the Site Plan and designated by number on the Site Plan and further depicted on the building floor plans attached hereto as Exhibit B, are hereby submitted to the regime. Exhibits "A" and "B" contain and such contents shall govern, for purposes of this Declaration and for purposes of meeting certain requirements of Section 499B.4 and 499B.6 of the Code of Iowa, the following.

- (a) The number identifying each Townhome and Garage Unit, the location and number of rooms in each Townhome, and the immediate common area to which each Townhome has access.
 - (b) The full and exact copy of the plans of the Buildings which show graphically all particulars of the Buildings including, but not limited to the dimensions, area and location of the common elements affording access to each Unit.
2. Streets and Driveways. The access drives shown in Exhibit "A" shall be private access drives within the regime and common elements thereof, affording access to the Estates and Garage Units and common elements from public streets, and an easement over such access drives as is necessary for ingress and egress to such Townhomes and Garage Units and common elements shall be appurtenant to each Townhome and Garage Unit. The portion of the access drives forming the driveway in front of each Townhome and Garage Unit shall be limited common elements, as provided below.

ARTICLE III.

OWNERSHIP OF UNITS, APPURTENANCES AND EASEMENTS

- 1. Exclusive Ownership of Unit. Each owner shall be entitled to exclusive ownership and possession of his or her Townhome and Garage Unit. An owner shall be deemed to own the windows and glass doors of his Unit. An owner shall not be deemed to own the undecorated or unfinished interior surfaces of the perimeter walls, floors, ceilings and exterior doors bounding his Unit which are included in limited or general common elements notwithstanding the fact that such elements are within the perimeter of such Unit. An owner, however, shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the perimeter walls, floors, ceilings, and exterior doors bounding his Unit and also shall have such exclusive rights with respect to general or limited common elements which are within his Unit, including specifically the right to penetrate such common element with nails and other fasteners for hanging customary pictures, mirrors and similar wall decorations.
- 2. Appurtenances. There shall pass with the ownership of each Unit as a part hereof, whether or not separately described, all appurtenances to such Unit (whether such appurtenance is described in this Article or elsewhere in this Declaration or in the Bylaws of the Association), including the limited common elements. No part of the appurtenant interest of any Unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such Unit itself or of all Units in the regime.
- 3. Ownership Units. For purposes of this Declaration and the Bylaws of the Association, appurtenant interest of any Unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such Unit itself or of all Units in the regime.
- 4. Undivided Ownership Interest. An undivided interest in the land and other common elements of the regime, regardless of whether such elements are general or limited common elements, shall be appurtenant to each Unit. The amount of such undivided interest appurtenant to each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the number of all Units which have been submitted to the regime.

- 
5. Use of Limited Common Elements. The exclusive use of limited common elements shall be deemed an appurtenance of the Unit or Units for which said elements are reserved provided such use and enjoyment shall be limited to the uses permitted by this Declaration and other condominium documents.
6. General Common Elements. Appurtenant to each Unit shall be a right to use and enjoy the general common elements.
7. Membership and Voting Rights. Appurtenant to each Townhome and Garage Unit shall be membership in the Association and one vote in the affairs of the Association and of the regime, provided the exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles and Bylaws of the Association and of the other condominium documents. The action of such Association shall be deemed the action of the owners or of the Council of Co-owners whenever such action is permitted or required by Chapter 499B of the Code of Iowa; and such action when taken in accordance with the Bylaws of the Association and this Declaration shall be final and conclusive upon all Unit Owners.
8. Encroachment Easements. If any portion of the common elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the common elements, or if any of such encroachments shall occur hereafter as a result of shifting or settling of the building or from alteration, repair or improvement to the common elements or as a result of repair or restoration of the common elements or a Unit after damage by fire or other casualty, or as a result of condemnation or of eminent domain proceedings, then in each of such events a valid easement shall exist for such encroachment and for the maintenance thereof so long as the Building, common elements and Units exist, as long as the physical boundaries of the Units after construction, reconstruction, repair, etc. are in substantial accord with the description of those boundaries that appear in this declaration.
9. Cross Easements. Appurtenant to each Unit shall be easements from each Unit owner to each other Unit owner and to the Association and from the Association to the respective Unit owners as follows:
- (a) For ingress and egress through the common areas and for maintenance, repair, and replacement as authorized;
 - (b) Through the Units and common elements for maintenance, repair and replacement or reconstruction of common elements, but access to Units and limited common elements shall be only during reasonable hours except in case of emergency;
 - (c) Through the Units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the other Units and the common areas;
 - (d) To the extent necessary, each Unit shall have an easement for structural support over the common elements and over any other Unit in the building, and each Unit and the common elements shall be subject to an easement for structural support in favor of every other Unit in the building and the common elements.
10. Utility Easements. The Association shall have the right to grant utility easements under,

through and over the common elements which are reasonably necessary to the ongoing development and operation of the Condominium Project.

- 11. Owners Access. Each Unit owner shall have a perpetual right appurtenant to the owner's ownership interest in the Unit for access to and from the owner's Unit across and through the common elements.

ARTICLE IV.

LIMITED COMMON ELEMENTS

- 1. Definitions. The term "limited common elements" shall mean a portion of the common elements set aside and allocated for the restricted use of respective Units as is or as may hereafter be designated. At the time of conveyance, each respective document of conveyance shall be deemed to convey the limited common elements to be used exclusively in conjunction with the respective Unit without necessity of naming the same.
- 2. Reservation. The limited common elements consisting of the balconies or patios, and the portion of the access drives forming driveways in front of the individual Units, which exclusively serve each Unit, are reserved as limited common elements for the exclusive use of each respective Unit.
- 3. Maintenance. The cost of maintenance and repair of any balcony or patio or driveway shall be assessed against the Unit that such balcony or patio or driveway exclusively serves.
- 4. Exception. Notwithstanding the reservations permitted by this Article, the design and layout of the Building and grounds submitted and the integrity and appearance of the regime as a whole are the common interest of all owners and shall remain a part of the general common elements.
- 5. Right of Association. The reservation of the limited common elements shall not limit any right the Association and its agents may otherwise have to alter such limited common elements or enter upon such limited common elements.

ARTICLE V.

DEVELOPERS RESERVED RIGHTS, POWERS AND OBLIGATIONS

- 1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereof to the contrary, to sell, lease or rent Units not previously sold by the Developer to any person and shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of such Units and any recreational facilities including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the premises, and to use common elements to show such Units. A sale and rental office, signs and all items and equipment pertaining to sales or rentals and other facilities furnished by Developer shall not be considered common elements and shall remain their separate property. Developer retains the right to be and remain the owner of completed but unsold Units under the same terms and conditions as the owners including membership in the Association save for this right to sell, rent, or lease.

2. Developer's Liability for Assessments. The Developer, and the Units which Developer owns, shall be liable for any assessments made by the Association whether general or special, as is any other Unit owner. The Developer shall not be required to pay an assessment for any units not yet built and ready for occupancy.
3. Designation of Association Directors. Developer shall have the right to name all members of the Board of Directors of the Association until the first annual members' meeting of said Association which shall be held no later than the earlier of 120 days after the date by which 66% of the Units have been conveyed to Unit purchasers or the date 5 years after the date the first Unit is conveyed (hereinafter referred to as the "Control Transfer Date"). Thereafter the Board of Directors shall be selected in the manner specified in the Bylaws of the Association.
4. Right To Amend Plans. Developer reserved the right to change the interior design and arrangement of all Units, and to alter the boundaries between apartments, so long as Developer owns any Units so altered. If Developer shall make any changes in Units so authorized, such changes shall be reflected by an amendment to the Declaration. An amendment made pursuant to this paragraph need be signed and acknowledged only by the Developer, its agents or assigns and need not be approved by the Association, Unit owners or mortgagees, whether or not elsewhere required for an amendment. Provided, however, no change pursuant to this paragraph shall alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, affected Unit owners and affected mortgagees in a manner elsewhere provided.
5. Construction of Units - Variation and Adjustments. The Developer reserves the right to substitute for any of the materials, equipment and appliances, materials, equipment and appliances of equal or better quality.
6. Initial Working Capital Fund. If or when any first mortgage on a Unit is to be insured by FHA or sold to FNMA, the Developer shall establish a working capital fund in an amount at least equal to two months of the estimated common charges for each Unit then existing or being constructed in the development of the condominium regime, to meet unforeseen expenditures or to purchase additional equipment or services. The share of each Unit of the working capital fund shall be collected at the time of the sale of the Unit or on the Control Transfer Date, whichever is earlier, or for Units sold prior to the establishment of the fund, at the time of the closing of the first mortgage loan to be insured by FHA or sold to FNMA. Amounts paid into this fund shall not be considered as advance payments of regular assessments. The working capital fund shall be transferred by the Developer to the Association for deposit to a segregated fund on the Control Transfer Date. The Developer may not use the working capital fund to defray any of its expenses, reserve contributions or to make up any budget deficits while it is in control of the Association. The Developer may, however, reimburse itself for funds paid to the Association for any unsold Unit's share of the working capital fund from funds collected at closing when the Unit is sold. After control of the Association has effectively been transferred to the unit owners, the Association may determine how and when such fund shall be used for other purposes if not needed for the purposes for which it was established.
7. Construction of Buildings. Developer reserves the right to construct one Townhome at a time in the Condominium Regime.
8. Assignment of Developer's Reserved Rights. Developer shall have the right to assign all of

its Reserved Rights and obligations as Developer to any person, corporation or other entity. Upon such assignment of Developer's Reserved Rights, the initial Developer shall have no further obligation in connection with the Condominium Regime.

9. Right of Access. The Developer reserves an easement over the common elements of the condominium regime for the purpose of completing the improvements and phases thereof contemplated by this Declaration. Provided, however, the Developer shall restore any common element disturbed by Developer's use of such easement to the condition existing prior to the disturbance as soon as practically feasible after Developer's use of the easement rights granted herein are concluded. Also, the easement rights granted herein shall be exercised by the Developer only if and when the access required by Developer is not otherwise reasonably available other than over, across or through the common elements.

ARTICLE VI.

MANAGEMENT OF THE REGIME

1. Association, Membership, Vote or Other Action of Owners. The business and affairs of the regime shall be governed and managed by the Association. Whenever a vote or other action of Unit owners as a group is required the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the owners or of the Council of Co-Owners whenever such action is permitted or required hereby by Chapter 499B of the Code of Iowa.
2. Agreement and Compliance. All owners, the Association, tenants, families, guests and other persons using or occupying the regime shall be bound by and strictly comply with the provision of the Bylaws of the Association and applicable provisions of the other condominium documents, and all agreements, regulations, and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such owners and other persons. A failure by any owner, the Association, tenant, family, guest or other person occupying or managing the condominium regime to comply with the Bylaws or the provisions of the other condominium documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any owner as applicable and for mandatory or other injunctive relief without waiving either remedy. The costs, including reasonable attorney's fees incurred by the Association to enforce same shall be a lien against the Unit whose owner failed to comply and this lien shall be subject to foreclosure by the Association.
3. Availability of Documents and Records. The Association shall make available to Unit owners, lenders and the holders and insurers of the first mortgage on any Unit current copies of this Declaration, the Bylaws of the Association and any rules or regulations passed by the Association governing the condominium regime and other books, records and financial statements of the Association. Such information shall also be made available by the Association to prospective purchasers of Units, including the most recent audited financial statement of the Association, if such is prepared. "Available" shall at the least mean available for inspection upon request during normal business hours or under other reasonable circumstances. Also upon the written request of any agency or corporation which has an interest or prospective interest in the condominium regime, the Association shall be required to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

4. Included Powers; Foreclosure of Lien; Waiver of Partition. Each owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it, the Council of Co-Owners and the owners as a group by Chapter 504A and 499B Code of Iowa, and such as are more particularly set forth in the condominium documents, including but not limited to the making of assessments chargeable to owners and the creation of a lien on Units thereby, and the right, acting on behalf of the Unit owners, to foreclose the lien thereof and acquire a Unit at foreclosure sale and to hold, lease, mortgage or convey the same; all Unit owners shall be deemed to have waived all rights of partition, if any, in connection with such acquisition. Each owner hereby waives any right to delay or prevent such foreclosure by the Association which he may have be reason of a homestead exemption.
5. No Avoidance by Waiver of Use; Right of Entry. Each owner shall be liable for all assessments made by the Association against his Unit for common expenses and liabilities of the Association and the condominium property and regime. The liability of a Unit owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of a Unit for which an assessment is made. The Association shall have the right exercisable at reasonable times to enter a Unit as may be necessary or advisable to carry out its responsibilities.
6. Utilities. Each Unit owner shall pay all charges before they become delinquent for telephone, electricity, gas, cable television and any other service which is billed directly to the Unit owner. All other utility charges shall be paid by the Association and the costs of the same shall be a common expense to be assessed against each Unit owner as part of the regular assessment.
7. Management Control. Pursuant to authority granted in its Bylaws, the Association has the right to enter into a contract with Developer or its assigns for professional management of its affairs for an initial term not to extend for more than three years from the date of the filing of the Declaration, and the management fee thereof shall be a common expense and such fee shall not increase by more than the yearly rate of increase in the Consumer Price Index U.S. City Average for wage Earners and Clerical Workers (CPI-W) as published by the Department of Labor. Any such fee adjustment shall be no more often than once each year and the fee paid during the first year shall be the base year and the Index published for the first month on the initial term shall be the base index. Upon or after the Control Transfer Date the Association or the Developer shall have the right to terminate such contract without penalty or cause upon 90 days written notice to the other party.
8. Discharge of Liability. The owner shall promptly discharge any lien which may hereafter be filed against his condominium Unit.
9. Negligence. A Unit owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of his family, guests, employees, agents, or lessees, which liability shall include any increase in insurance rates resulting therefrom.
10. Limitation of Association's Liability. The Association shall not be liable for any failure of water or other service to be obtained and paid for by the Association hereunder, or for injury or damage to property caused by or on the common elements or by another owner or person in the project, or resulting from electricity, water, rain, air, dust, dirt or sand which may leak or flow from outside or from any parts of the Buildings, or from any of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by negligence of

the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the common area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

11. Indemnification of Management Committee Members. Each member of the Association shall be indemnified by the owners against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association or any settlement thereof, whether or not he is an officer or director at the time such expenses are incurred, except in such cases wherein such person is adjudged guilty of or liable for willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.
12. Association as Attorney-in-Fact for Owners. The Association is hereby irrevocably appointed attorney-in-fact for the Owners of each and every Condominium to manage, control and deal with the interest of such Owners in the Common Areas so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with the TRI-VIEW ESTATES upon its destruction or obsolescence as hereinafter provided. The Association, or any Insurance Trustee designated by the Association, is hereby irrevocably appointed attorney-in-fact for the owners of each and every condominium to purchase, maintain and handle insurance and insurance proceeds and condemnation awards as hereinafter provided, including, but not limited to collection and appropriate distribution of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of documents, and the performance of all other acts necessary to accomplish such purpose. The acceptance by any person or entity of any interest in any condominium shall constitute an appointment of the Association as an attorney-in-fact as provided above.
13. Subordination of Assessment Liens. If any Unit subject to a lien created by any provision in this Declaration shall be subject to the lien of a first Mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Mortgage; and (ii) the foreclosure of the lien of such Mortgage or the acceptance of a deed in lieu of the foreclosure by the Mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

ARTICLE VII.

FIRST LIEN HOLDERS RIGHTS

1. Notices of Action. A holder, insurer, or guarantor of a first mortgage, upon written request to the Association, (such request to state the name and address of such holder, insurer, or guarantor and the Unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the general or limited common elements appertaining to any Unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit or (iv) the purposes to which any Unit or the common elements are restricted.

(b) Any proposed termination of the condominium regime;

(c) Any condemnation loss or any casualty loss which affects a material portion of the condominium regime or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder.

(d) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of 60 days;

(e) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

2. Other Provisions for First Lien Holders. To the extent possible under applicable law, the following protections for the benefit of first mortgage holders shall exist:

(a) Any restoration or repair of the condominium property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least 66% of the votes of Units subject to mortgages held by such eligible holders are allocated, is obtained.

(b) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property must require the approval of the eligible holders of first mortgages on Units to which at least 66% of the votes of Units subject to mortgages held by such eligible holders are allocated.

(c) Unless the formula for reallocation of interests in the common elements after a partial condemnation or partial destruction of the condominium project is fixed in advance by this Declaration or by applicable law, no reallocation of interest in the common elements resulting from a partial condemnation or partial destruction of the condominium project may be effected without the approval of the eligible holders of first mortgages on Units to which at least 66% of the votes of Units subject to mortgages held by such eligible holders are allocated.

NOTE: As used in this section, the term "eligible holder, insurer, or guarantor" shall mean a holder, insurer, or guarantor of a first mortgage on a Unit which has requested notice in accordance with the provisions of Section VII(1) above. The rights set forth in this Article VII are in addition to and not in limitation of the other rights granted elsewhere in the Declaration to any eligible holder, insurer, or guarantor.

ARTICLE VIII.

MAINTENANCE, ALTERATION AND IMPROVEMENT

1. Definitions. Certain terms used in this Article shall have a meaning as follows, providing any dispute over the characterization of work within one of the following meanings shall be conclusively decided by the Board of Directors of the Association.

(a) "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a Unit, the building, the common elements, or the property in its condition as of the date of the completion of such improvements or restoration.

(b) "Improvement" shall mean the addition of a new structure, element or facility, other than a structure, element or facility, otherwise provided for by this Declaration or any Supplemental Declaration.

2. Maintenance by Association.

(a) The Association shall maintain all common elements, whether limited or general, and shall make assessments therefor as a common expense except where the cost of maintenance has been specifically made the responsibility of each Unit in which case, each such Unit shall be assessed on an individual basis.

(b) The Association shall repair incidental damage caused to a Unit through maintenance by the Association and shall assess the cost thereof as a common expense.

(c) If a Unit owner defaults on his responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the cost thereof against the owner of such Unit and such assessment shall be collectible from the Unit owner as if it were an assessment for common expenses.

(d) The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, renovation, restoration or similar work to one or more Units and the cost thereof may in the discretion of the Association, either be assessed against each Unit on which such costs were incurred or be assessed against all Units as a common expenses according to the circumstances.

3. Maintenance by Owner

(a) Each Unit owner at his own expense shall maintain the interior, including the boundary surfaces, of such Unit and its equipment, shall keep such interior in a clean and sanitary condition, shall do all redecorating, painting and other finishing which may at any time be necessary to maintain his Unit, and shall be responsible for the maintenance of all

personality including carpets, furnishings, and appliances within such Unit.

(b) The owner of each Unit shall be responsible for maintenance of any plumbing fixture, lighting fixtures, refrigerators, dishwashers, disposals, ranges, heating, ventilation, air-conditioning equipment, and hot water heater located in or connected with such Unit and for its exclusive use. The owner shall also, at his own expense, keep in a clean condition any limited common area which is for the exclusive use of his Unit; and neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the owner in a limited common area which is for the exclusive use of his Unit; and neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the owner in a limited common area or in a Unit except for the repair specifically made the responsibility of the Association for damage caused to a Unit through its maintenance as provided in Section 2(b) of this Article.

(c) The Unit owner shall maintain, at his expense, any improvement or other alteration made by him, including satellite dishes placed on the exterior of the building.

(d) The Owner of each Unit shall promptly report to the Association any defects or other maintenance needs, which are the responsibility of the Association.

4. Alteration or Improvements by Owner. No Unit owner shall make or permit to be made any structural alteration to a Unit or to the building or any of the common elements, limited or general, without first obtaining written consent of the Board of Directors of the Association which shall determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration on insurance of other property of the regime, and which shall arrange with such Unit owner for the payment of the cost of any additional insurance thereby required. In the case of alterations within a Unit the consent required by the preceding sentence shall be immediately granted upon agreement of the Unit owner to pay the cost of such additional insurance, and a determination that such alteration will not impair the structural soundness of the building or safety of the property. Alterations to the exterior of the building or common element shall not be made, if, in the opinion of the Board of Directors of the Association, such alteration would not become the integrity and appearance of the regime as a whole. Such owner shall do no act or work which will impair the structural soundness or integrity of the building or safety of the property or impair any easement. The improvement or alteration of a Unit shall cause no increase or decrease in the number of ownership Units appurtenant to such Unit.
5. Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors the common elements shall require addition alterations or improvements during the fiscal year costing in the aggregate in excess of \$1,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the ownership Units, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit owners for the cost thereof as a common charge. Any additions, alterations, or improvements during the fiscal year costing in the aggregate \$1,000.00 or less may be made by the Board of Directors without approval of Unit owners, and the cost thereof shall constitute part of the common expenses.

ARTICLE IX.

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP USE, AND THE OWNERSHIP, USE, OCCUPATION, AND ENJOYMENT

1. Subjection of the Property to Certain Provisions. The ownership, use, occupation, and enjoyment of each Unit and of the common elements of the regime shall be subject to the provisions of the Bylaws and Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on and enforceable against each and all Units and the owners thereof and their respective assigns, lessees, tenants, occupants, and successors in interest.
2. Use of Property. The use of the property shall be in accordance with and subject to the following provisions.
 - (a) A Unit shall be used or occupied for single family dwelling purposes only, with the exception of Unit A which may accommodate up to two-families.
 - (b) An owner has the right to decorate windows bounding his Unit, however, this right is limited to the extent that only nice/cloth blinds, drapes, curtains, sheers and shutters may be used which must be lined so that they appear white from the outside of the building. Nothing shall be hung between the interior surface of the window and the drapes, curtains, sheers, nice/cloth blinds or shutters used, with the exception of seasonal decorations which may be placed no earlier than 30 days prior to such holiday, and must be removed within 30 days of the end of said holiday.
 - (c) No more than one dog and two cats and one bird may be kept by the Owner of a Unit as pets. The following dog breeds shall be deemed "dangerous" and strictly prohibited: Bull Mastiff; Doberman Pinscher; Pit Bull; Rottweiler. The handling and conduct of permitted pets shall be subject to any rules and regulations adopted by the Association. All pets outside of a Unit must be on a leash and accompanied, at all times, by an adult.
 - (d) The Association may adopt rules and regulations for the reservation and use of the recreation facilities.
 - (e) The right to sell, transfer or convey any condominium Unit may be subject to such reasonable and uniform objective standards relating to financial responsibility and/or character as may now or hereafter be adopted by the Association in the form of rules and regulations. No restriction shall include a right of first refusal or similar right to the Association. No such restriction shall be based upon race, religion, sex or place of national origin.
 - (f) No Unit owner may rent or lease his Unit without first obtaining the approval of the Board of Directors for such rental and such approval shall not be unreasonably withheld. All leases shall be in writing. The Board of Directors shall review both the terms of the lease and the proposed tenants. In no case shall a lease have an initial term of less than 30 days. Any application for approval to rent a Unit in the TRI-VIEW ESTATES shall be acted on by the Board within 30 days from written notice by the Unit owner of the proposed rental. Failure of the Board of Directors to act within 30 days from said written notice, shall be deemed approval of the proposed rental. The Association shall from time to time adopt objective standards relating to

terms, conditions, and suitability of tenants for the rental of Units in the TRI-VIEW ESTATES in the form of rules and regulations.

(g) No noxious or offensive activity shall be carried on in any condominium Unit, nor shall anything be done or be permitted to remain in any condominium Unit which may be or become a nuisance or annoyance to owner or tenants. Owners and/or other tenants, shall exercise extreme care not to disturb other owners or tenants with excessive noise.

(h) There shall be no obstruction of any common elements. Nothing shall be stored on any common elements (excepting those areas designated for storage of personal property by the owners of the condominium Units) without the approval of the Association. Vehicular parking upon general common elements may be regulated or assigned by the Association. Repair or maintenance of automobiles in any general common element is strictly prohibited.

(i) Except for such signs as may be posted by the Developer for promotional or marketing purposes, no signs of any character which are visible from the outside of a condominium Unit shall be erected, posted or displayed upon, from or about any condominium Unit, unless first reviewed and approved by the Association provided, however, any holder of a first mortgage which acquires possession of a Unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signs for the sale or rental of such Unit until such Unit is sold or a rental is entered into.

(j) No burning of any trash and no unreasonable or unsightly accumulation (or storage of litter, new or used materials, or trash of any other kind shall be permitted within any condominium Unit or be permitted to remain in public view, but shall be deposited in the receptacles provided for that purpose.

(k) No structure of a temporary character, trailer, tent, shack, boat, or other recreational vehicle shall be maintained upon any common elements at any time.

(l) No owner or other person shall install any electrical or telephone wire, television antenna, or other antenna, air-conditioning Unit, satellite dish or other machine or device on the exterior of the building.

(m) Nothing shall be altered in, constructed in, or removed from the common elements, except upon written consent of the Board of Directors of the Association.

(n) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Unit owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

(o) Nothing shall be done or kept in any Unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his Unit or in the common area which will result in the cancellation of insurance on any Unit or any part of the common area, or which would be in violation of any law.

(p) Agents of or contractors hired by the Association may enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the owners as

practicable.

(q) A Unit owner shall give notice to the Association of every lien against his Unit other than permitted mortgages, taxes, and Association assessments, and of any suit or other proceeding which may affect the title to his Unit, within 10 days after the lien attaches or the owner receives notice of such lien.

(r) Unit owners are reminded that alteration and repair of the Building is the responsibility of the Association, except for the interior of the Units. No work of any kind is to be done upon the exterior building walls or upon interior boundary walls or doors without first obtaining the approval of the Association. Work inside a Unit will be coordinated with the Association before proceeding.

(s) Each Unit occupant shall keep his Unit and balcony or patios to which he has sole access in a good state of presentation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, balcony or patio thereof, any dirt or other substance.

(t) No vehicle belonging to a Unit occupant or to a member of his family or guest, tenant or employee of the Unit occupant shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from any building by another vehicle. Further, bicycles and mopeds not stored in a garage which is part of a Unit shall not be stored in common elements except in the parking areas designed by the Association.

(u) No satellite dish or other communication device shall be placed on the exterior of the building without first receiving permission for location of the device from the Owners Association. In no event shall the satellite dish or device exceed 36" in diameter.

(v) Complaints regarding the services of the building shall be made in writing to the Board of directors or to the managing agent or to the manager.

(w) The placement and attachment of mailboxes shall be determined by the Owner's Association, and shall comply with all city/ state and/or federal postal requirements.

(x) Plexi-glass or clear panels shall be allowed on the decks. Ropes must remain in tact to maintain consistent look on property exterior. Panels may be placed on either the inside or outside of the rope, and construction must be deemed safe and in compliance with any local or state requirements. Deck structures may not be altered without authority of the Owner's Association.

(y) Dock placement and construction shall be as authorized by the Owner's Association, and shall comply with all local and state, including DNR regulations.

3 The Association shall have the authority to amend and adopt reasonable rules and regulations governing the use of the condominium property and such rules shall be observed and obeyed by the owners, their guests, and licensees. Such rules after being properly adopted shall have the same force and effect as if contained in this Declaration.

ARTICLE X.

CONDEMNATION

1. Taking by Eminent Domain. Payment for the taking of a portion of a Unit or of the common elements by eminent domain or the conveyance under threat thereof shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Insurance Trustee to be held in trust for the Unit owners and their first mortgage holders, as their interests may appear. Even though the awards may be payable to owners, the Unit owners shall deposit the awards with the Insurance Trustee. And, in the event of failure to do so, at the discretion of the Association a special assessment shall be made against a defaulting owner in the amount of his award, and the amount of such award shall be set off against the sums hereinafter made payable to such owner. The proceeds of the award shall be distributed or used in a manner heretofore provided for insurance proceeds except that when the Horizontal Property Regime is not to be terminated, and one or more Units are taken in part, the taking shall have the following effects.
 - (a) If the Unit is Reduced But Tenable. If the Unit taking reduces the size of the Unit, and the remaining portion of the Unit can be made tenable, the award for the taking of a portion of the Unit shall be used for the following purposes in order stated, and the following changes shall be effected in the Horizontal Property Regime:
 - (i) The Unit shall be made tenable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owners of the condominium Unit.
 - (ii) The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit of record, the remittance being payable jointly to the owner and the mortgagees.
 - (b) Unit Made Untenable. If the taking destroys or so reduces the size of the Unit that it cannot be made tenable, the awards for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Horizontal Property Regime:
 - (i) The market value of such Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit of record, the remittance being payable jointly to the owner and the mortgagees.
 - (ii) The remaining portion of such Unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the Unit owners in a manner approved by the Association; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be paid for by assessment as a common expense among all remaining Units.
 - (iii) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner, and to condition the remaining portion of the Unit for use as part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the Unit owners who will continue as co-owners of condominium Units after the changes in the Horizontal Property Regime affected by the taking. In the event that the market price cannot be determined by negotiations, it shall be determined by binding arbitration in accordance with Chapter

669A of the Code of Iowa.

(iv) If the amount of the award for the taking exceeds the amounts necessary to pay the market value of the condemned Unit to the owners as provided in sub-paragraph (i) above and to condition the remaining portion of the Unit for use as part of the common elements as provided in sub-paragraph (ii) above, the excess funds shall be payable to the owner of the condemned Unit.

(c) The Association shall thereafter have the right to file among the land records an amendment to this Declaration to incorporate all necessary changes.

ARTICLE XI.

DESTRUCTION, CASUALTY AND REPAIRS

1. In the event less than one-half of the entire project is damaged or destroyed by fire or other peril, it shall be deemed that the Association shall have immediately voted unanimously to repair, reconstruct or rebuild and the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications using the proceeds of insurance available for that purpose, if any. Provided, however, if 66% or more of the ownership Units within 20 days from such damage and destruction notify the Board of Directors in writing, requesting a vote of the Association members concerning the question of rebuilding, repairing or reconstructing the damage or destruction, the Association shall hold such meeting and shall commence such rebuilding, repairs or reconstruction unless 66% of Unit owners (other than the Developer) and the eligible holders of first mortgages on Units to which at least 66% of the votes on Units subject to mortgages appertain approve in writing the termination of the condominium regime.
2. In the event the proceeds of insurance are not sufficient to repair damage or if destruction is caused by any peril not herein required to be insured against, then the repair or reconstruction of the damaged common elements shall be accomplished promptly by the Association at its Common Expense and the repair or reconstruction of any condominium Unit shall be accomplished promptly by the Association at the expense of the owner of the affected condominium Unit. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities heretofore provided for in this Declaration and by the Bylaws of the Association.
3. In the event that one-half (1/2) or more of the entire project is substantially damaged or destroyed by fire or other casualty, it shall be deemed that the Association shall have immediately voted unanimously to repair, reconstruct, rebuild and the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specification using the proceeds of insurance available for that purpose, unless Unit owners (other than the Developer) to which at least 66% of the votes in the Association are allocated and the eligible holders of first mortgages on Units to which at least 66% of the votes on Units subject to mortgages appertain approve in writing not proceeding with repair or reconstruction. In that event the project shall be deemed to be owned in common by the owners of all of the condominium Units in the same proportions as that previously established for ownership of appurtenant undivided interests in the common elements, and the project shall be subject to an action for partition at the suit of the owner of any condominium Unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Association or its members in common, shall be considered as one fund and shall be divided among the owners of all the condominium Units as herein provided, after first paying out

of the share of the owner of any condominium Unit, to the extent such share is sufficient for the purpose, all liens upon such condominium Unit.

4. In addition to the limitation on termination of the condominium regime set forth above in the event of substantial loss to the Units and/or common elements of the condominium property, unless the Unit owners (other than the Developer) to which at least 66% of the votes in the Association are allocated and the eligible holders of first mortgages on Units to which at least 66% of the votes on Units subject to mortgages appertain have given their prior written approval, the Association may not:
- (a) Change the prorata interest or obligations of any Unit in order to:
 - (i) levy assessments or charges;
 - (ii) allocate distribution of hazard insurance proceeds or condemnation awards;
 - (iii) determine the prorata share of ownership of each Unit in the common elements; or
 - (b) Partition or subordinate any Unit; or
 - (c) Seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements by act or omission (the granting of easements for public utilities or other public purposes consistent with the intended use of the common elements by the condominium project not being a transfer within the meaning of this clause); or
 - (d) Use hazard insurance proceeds for losses to any condominium property (whether Units or common elements) for other than the repair, replacement, or reconstruction of the condominium property.

ARTICLE XII.

INSURANCE AND FIDELITY BONDS

1. The Association shall obtain and maintain at all times, to the extent available, at least, the following insurance (hereinafter referred to as "Condominium Property Insurance"):
- (a) Insurance on the Condominium Property in an amount equal to full replacement value of the Condominium Property (as determined annually by the Association) and with a deduction or allowance for depreciation. "Condominium Property" for the purpose of this Article XII shall include all property, real, personal, or mixed submitted to the regime other than personal property of any owner, and includes specifically, without limitation, the general and limited common elements (except land, foundation, excavation, and other items normally excluded from coverage), building service equipment and supplies, and other common personal property belonging to the Association. In addition, any fixtures, equipment or other personal property within the Unit which are to be financed by a mortgage to be purchased by FNMA or FHLMC (whether or not such property is part of the common elements) shall be covered by such insurance. Such coverage shall afford protection against, at least, the following:
 - (i) loss or damage by fire or other hazards covered by the standard extended coverage

endorsement and additional extended coverage endorsement;

(ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, and as is commonly required by prudent institutional mortgage investors in the area, including, but not limited to, as applicable and available, vandalism, malicious mischief, agreed amount, demolition cost, increased cost of construction, boiler and machinery explosion or damage, and any other perils normally covered by the standard "all risk" endorsement when available and such other insurance as the Association may from time to time determine; and

(b) Comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the Association, and public ways of the condominium project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. However, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on any Unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. FNMA and FHLMC may also require such coverage to include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location, and use, including, but not limited to, host liquor liability, workers' compensation, and employers liability insurance, contractual and all-written contract insurance, bailee's liability, elevator collision, garage keepers liability, and comprehensive automobile liability insurance. FHLMC may require that a certificate of the liability policy be provided to the seller/servicer of the mortgage owned by FHLMC, with the seller/servicer to be named as the certificate holder, and showing the information required under Section 6410 on the FHLMC Seller/Service Guide.

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(d) Non-conforming structure endorsement to the extent necessary.

(e) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Association.

2. The premiums for the insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association against owners of each of the Units. The premiums attributable to coverage on the condominium Units and the Common Elements shall be apportioned among the Units. Deductibles may not exceed the lower of \$10,000.00 or 1%

of the applicable amount of coverage. Funds for such deductibles must be included in the Association's reserves and be so designated. The insurer's minimum liability per accident under boiler and machinery or \$1,000,000.00, whichever is less.

3. The Association, or its designee, shall have the exclusive authority to adjust losses under the insurance policies.
4. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by owners of Units or their mortgagees.
5. Each Unit owner may obtain additional insurance at his own expense upon his condominium Unit provided that no owner shall maintain insurance coverage which will tend to decrease the amount which the Association owners may realize under any insurance policy which it may have in force.
6. All policies shall provide that such policies may not be canceled or substantially modified without at least 10 days prior written notice to any and all insureds named thereon, including the Association and any and all mortgagees of the condominium Units.
7. The Association shall from time to time designate an Insurance Trustee. The Association shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a common expense of the Association.
8. Except as hereinafter provided, the Insurance Trustee named in the condominium property endorsement shall receive and hold the amount payable under the Condominium Proinsurance and apply the same to the cost of reconstruction or repair of a damaged or destroyed condominium Unit. The work of repairing or reconstruction of the damaged or destroyed condominium Unit shall be commenced within 30 days from the date of the damage or destruction. The work shall be accomplished in accordance with the same plans and specifications by which the condominium Units were originally constructed, subject, however, to the prior written approval of the Association. The Insurance Trustee shall make available and pay to the owner the amount of insurance proceeds received by the insurance trustee for the reconstruction and repair of the condominium Unit. The payment of the proceeds of insurance shall be made as the work progresses at such time and upon compliance by the owner with such conditions as the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the condominium Unit in a workmanlike manner, free and clear of any mechanic's and materialmen's liens and any encumbrances, liens, claims or charges other than a first mortgage lien. If the cost of the reconstruction or repair exceeds the amount paid to the Insurance Trustee, the excess shall be paid by the owner; provided, however, that in the event of a decision not to reconstruct is made according to the terms of Article XI hereof, the TRI-VIEW ESTATES shall be considered terminated. In the event of such termination, the Board of Directors shall have the responsibility of closing out the affairs of the Condominium Project in an orderly manner. All damaged or destroyed condominium Units must be repaired or restored unless a determination not to do so is made by Unit owners and eligible holders of first mortgages as provided in Article XI above.

9 Any insurance obtained pursuant to the requirements of this Article, except under subsection h. hereof, shall be subject to the following provisions:

(a) All policies shall name as insured the Association of the owners of the Sunrise Harbor Condominiums for the use and benefit of the individual Unit owners, and may also be issued in the name of an authorized representative of the Association including any insurance trustee with whom the Association has entered into an Insurance Trust Agreement. Such policies shall be written with a company or companies licensed to do business in the State of Iowa and holding a rating of "A-XI" or better, by Best's Insurance Reports and a policyholder's rating of "A" or better, and in any event meeting the qualification requirements set forth in the FNMA Correctional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall herein elsewhere be referred to as the "Insurance Trustee" and all proceeds covering any loss shall be payable to the Insurance Trustee, and all proceeds covering any loss shall be payable to the Insurance Trustee, or to his successor. All proceeds from an insured loss under such policy shall be held in trust for the use and benefit of the Association and the owners of all Units and their respective first mortgagees as interest may appear. Each Unit owner and each Unit owner's first mortgagee, if any, shall be beneficiaries of such policies according to the respective Unit's undivided ownership interest in the common elements. Such insurance proceeds shall be applied and distributed in accordance with the articles relating to insurance in the Declaration and Bylaws.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance issued in the name of any individual Unit owner purchased as herein permitted by such owner of a condominium Unit or their mortgagee. Any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be canceled or substantially modified without at least 10 days prior written notice to any and all insureds named thereon. Including the Association any and all mortgagees of the condominium Units. Policies are unacceptable where:

(i) under the terms of the insurance carrier's charter, by-laws, or policy, contributions, or assessments may be made against borrowers, FNMA, FHLMC, or the designee of FNMA or FHLMC, or if made against any other party could become a lien on the mortgaged property superior to the outstanding liens or

(ii) by the terms of the carrier's charter, by-laws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members, or

(iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds

- (e) All fire and other hazard insurance policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to erect or restore damage in lieu of making a cash settlement, such option shall not be exercisable when in conflict with the provisions of the Declaration and the Bylaws.
- (f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, their agents and employees, the respective condominium Unit owners, their residence employees and agents, Independent contractors shall not be considered agents, employees or servants of the Association or of the respective condominium Unit owners within the meaning of said waiver.
- (g) The insurance policy shall contain a provision that the insurance shall not be prejudiced:
- (i) By any act or neglect of any occupants or owners of the building when such act or neglect is not within the control of the condominium Unit owners collectively; or
 - (ii) By failure of the condominium Unit owners collectively, to comply with any warranty or condition with regard to any portion of the premises over which the condominium Unit owners collectively have no control.
- (h) The owner of any condominium Unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium Unit-owner's endorsement" for improvements and betterments to the condominium Unit made or acquired at the expense of the owner) at his own expense. Such insurance shall be written either by the same carrier as that purchased by the Association pursuant to this Article, or if written by another carrier, shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provisions as set forth in Section 9(f) of this Article. The Developer recommends that each owner of a condominium Unit in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "Tenant's Policy", or equivalent, to insure against loss or damage to personal property, including but not limited to decorated surfaces of walls, floor coverings, plumbing and electrical fixtures, non-load bearing walls and appliances used or incidental to the occupancy of the condominium Unit, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium Unit owner's endorsement" covering losses to improvements and betterments to the condominium Unit made or acquired at the expense of the owner.
- (i) Certificate of insurance shall be issued to each Unit owner and mortgagee upon request in a form acceptable to the mortgagee. Specimen policies shall be provided to any mortgagee upon request.
- (j) Casualty policies shall contain the standard mortgagee clause (without contribution) as is commonly accepted by private institutional mortgage lenders in the area and which appropriately names FNMA and FHLMC if such corporations are holders of first mortgages on Units within the condominium regime. If FHLMC owns the first mortgage on a Unit, the seller/servicer of the mortgage and its successors and assigns shall be named and the mortgagee on the mortgage clause.
- (k) Casualty policies shall also include an "Agreed Amount Endorsement," and if available, an "Inflation Guard Endorsement".

10. Blanket fidelity bonds shall be required to be maintained by the Association for all officers, directors, and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association. Where the management agent has the responsibility for handling or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage for its officers, employees, and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three months' aggregate assessments on all Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association or Insurance Trustee. The Federal National Mortgage Association also requires, as a condition to approval of condominium projects, that such bonds provide that the FNMA Services, on behalf of FNMA, also receive such notice of cancellation or modification.

ARTICLE XIII.

AMENDMENTS

1. Procedure. Except as otherwise provided in this Declaration in Article XI pertaining to amendment to this Declaration or termination of the condominium regime as a result of destruction, damage or condemnation, this Declaration may be amended and such amendment shall be made in the following manner:
- (a) The consent in writing of owners of Units to which at least 66 percent of the votes in the Association are allocated and the approval of the eligible holders of first mortgages on Units to which at least 66 percent of the votes of Units subject to mortgages appertain shall be required to terminate the condominium regime.
 - (b) In the case of an amendment to this Declaration by reason of an amendment to the Bylaws of the Association, in the manner specified in such Bylaws, such amendment shall be effective upon its execution and recordation by the President or other officer of the Association, authorized therefore by Resolution.
 - (c) In the case of all other amendments to this Declaration, by written agreement of the Unit owners to which at least 66 percent of the votes in the Association are allocated, provided eligible holders of a first mortgage of record to which at least 51% of the votes of Units subject to a mortgage appertain so approve in writing.
 - (d) Developer may, until all phases of the condominium regime contemplated herein have been completed, make minor amendments to this declaration without the approval of the Unit owners. Such amendment shall be for the purpose of clarification or correction of errors in the Declaration and shall not affect the substantive rights of a Unit owner.

- 2. Effectiveness. Upon its recordation at the Office of the Dickinson County Recorder by the President or other officer appointed for that purpose, an amendment adopted in the manner specified in Paragraph 1 of this Article, or as otherwise provided in other Articles herein, shall be effective against any persons having an interest in a Unit or the regime regardless of whether said person had such interest at the time said amendment was adopted in accordance with Paragraph 1 of this Article.
- 3. Ownership Units. No amendment shall change the number of ownership Units appurtenant to a Unit, nor the share of the common elements appurtenant to it, nor increase the owner's share of the common expense, unless the record owner of the Unit concerned and all record owners of the mortgages thereon shall affirmatively join in the adoption of such amendment. No amendment shall change or affect the provisions of this paragraph 3 of this Article


IN WITNESS WHEREOF, we have hereunto set our hands this 17 day of Nov, 2009




 Jeff L. Harvey

STATE OF IOWA :
 :
 COUNTY OF DICKINSON :

On this 17 day of Nov, 2009, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeff L. Harvey, to me personally known, who being by me duly sworn, acknowledged the execution of the foregoing instrument to be the voluntary act and Jeff L. Harvey, by him voluntarily executed.

 LOWRIE BENJAMIN SAUNDERS
 COMMISSION #138842
 MY COMMISSION EXPIRES
8-29-2012



 Notary Public in and for said County and State

**BYLAWS
OF
TRI-VIEW ESTATES CONDOMINIUM OWNERS ASSOCIATION**

General Provisions

Section 1.1 Applicability. These Bylaws provide for the governance of the Tri-View Estates Condominiums pursuant to the requirements of Section 499B.14 of the Act. The Property, located in Orleans, Dickinson County, Iowa and more particularly described in the Declaration, has been submitted to the provisions of the Act by recordation simultaneously herewith of the Declaration among the land records of Dickinson County, Iowa.

Section 1.2 Office. The office of the Condominium, the Association, And the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

Section 1.3. Definitions. Terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws are attached as Exhibit B, or if not defined therein, the means specified for such terms in the Act. The following terms have the following meanings:

- (a) "Board of Directors" or "Board" means the executive body established pursuant to Article 3 of these Bylaws.
- (b) "Common Element Interest" means the number assigned to each Unit by Exhibit E to the Declaration which establishes each Unit's undivided interest in the Common Elements, common expenses and common profits in the Association.
- (c) "Limited Common Expenses" means expenses separately assessed against more than one but less than all of the Units generally in accordance with the use of the services.
- (d) "Majority Vote" means a vote by more than fifty percent of the Unit Owners present in person or by proxy at a duly convened meeting at which quorum is present
- (e) "Officer" means any person holding office pursuant to Article 4 of these Bylaws.
- (f) "Reserved Common Element" means a common element in which the Board of Directors has granted a revocable license for exclusive use by less than all of the Unit Owners.
- (g) "Rules and Regulations" means the rules and regulations promulgated by the Board of Directors pursuant to Section 3.1
- (h) "Condominium Owners Association" or "Association" means the non-profit corporation in which all Unit Owners are members.

ARTICLE 2

Condominium Owners Association

Section 2.1 Composition. The Condominium Owners Association shall consist of all of the Unit Owners. The name of the Condominium Owners Association shall be the Tri-View Estates Condominium Owners Association. The Condominium Owners Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association by the Act and the Declaration. Except as to those matters which the Act specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors or managing agent as more particularly set forth in Article 3 of these Bylaws.

Section 2.2 Annual Meetings. The annual meetings of the Association shall be held at least seventy-five days before the beginning of each fiscal year, unless such date shall occur on a Saturday or Sunday or legal holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.4 of these Bylaws. During the Declarant Control Period, the Declarant shall be entitled to designate members of the Board of Directors not elected pursuant to Section 2.4(b) of these Bylaws.

Section 2.3 Place of Meetings. Meetings of the Condominium Owners Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 2.4 Special Meetings. (a) The President shall call a special meeting of the Condominium Owners Association if so directed by resolution of the Board of Directors, or, after the termination of the Declarant Control Period, upon a petition signed and presented to the Secretary by Unit Owners of not less than 33 percent of the Units. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Not later than the termination of the Declarant Control Period, a special meeting of the Condominium Owners Association shall be held at which a majority of the directors shall be elected by the Unit Owners, including the declarant if the Declarant owns one or more Units. If such election is held prior to the time required by this section, the directors elected at such election shall not take office until the earlier of the termination of the Declarant Control Period or resignation of a director appointed by the Declarant without appointment of a replacement within thirty days. The elected directors shall assume office in the order of the highest number of votes received. Any remaining directors designated by Declarant shall continue to serve until their terms expire.

Section 2.5 Notice of Meetings. The Secretary shall mail to each Unit Owner a notice to each annual or regularly scheduled meeting of the Unit Owners at least ten but not more than thirty days, and of each special meeting of the Unit Owners at least seven but not more than thirty days, prior to such meeting, stating the time, place and purpose thereof. The mailing of a notice of meeting in the manner provided in this Section and Section 10.1 of the Bylaws shall be considered service of notice.

Section 2.6 Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, the presence in person or by proxy of 66 percent or more of the Unit Owners shall constitute a quorum at all meetings of the Condominium Owners Association. If at any meeting of the Condominium Owners Association a quorum is not present, Unit Owners of a majority of the Units who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called.

Section 2.7. Order of Business. The order of business at all meetings of the Condominium Owners Association shall be as follows: (a) roll call (proof of quorum); (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of Officers; (e) report of Board of Directors; (f) reports of committees; (g) election of members of the Board of Directors (when so required); (h) unfinished business; and (i) new business.

Section 2.8 Conduct of Meetings. The President shall preside over all meetings to the Condominium Owners Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all other matters occurring at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Condominium Owners Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Condominium Owners Association when not in conflict with the Act or the Condominium Instruments. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

Section 2.9. Voting. (a) Voting at all meetings of the Condominium Owners Association shall be on the basis of one vote for each Unit owned by a Unit Owner. Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one person owns such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement.

(b) Except where a greater number is required by the Act or the Condominium Instruments, a Majority Vote is required to adopt decisions at any meeting of the Condominium Owners Association. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Condominium Owners Association to cast one vote for each such Unit. There shall be no cumulative voting.

(c) No Unit Owner may vote at any meeting of the Condominium Owners Association or be elected to or serve on the Board of Directors if payment of the assessment on his Unit is delinquent more than thirty days and the amount necessary to bring his account current has not been paid at the time of such meeting or election.

Section 2.10. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner or the Declarant, or in the case of a non-resident Unit Owner, the lessee of such Unit Owner's Unit, his attorney or management agent; provided, however, that no person other than the Declarant, the managing agent or an Officer of the Condominium shall cast votes as a proxy for more than one Unit not owned by such person. Proxies shall be duly executed in writing, shall be witnessed, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Unit. No proxy shall in any event be valid for a period in excess of eleven months after the execution thereof.

ARTICLE 3 Board of Directors

Section 3.1. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium Owners Association and may do all such acts and things not otherwise reserved by the Condominium Instruments to the Association. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not be in conflict with the Act or the Condominium Instruments. The Board of Directors may delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Section 3.2 hereof) if any, which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall on behalf of the Association:

(a) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each Unit Owner for the common expenses. The Developer shall set the initial monthly assessments, and shall continue to do so until two of the three units have been sold, at which time the Owner's Association shall set monthly assessments.

(b) Make assessments against Unit Owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payment of the annual assessment for common expenses.

(c) Provide for the operation, care, use and maintenance of all of the Property and services of the Condominium.

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

(e) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.

(f) Make and amend the Rules and Regulations.

(g) Open bank accounts on behalf of the Condominium Owners Association and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Property, and repairs to and restoration of the Property, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the declaration, these Bylaws and the Rules and Regulations, act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding, and notify the Unit Owners of any litigation against the Condominium Owners Association involving a claim in excess of ten percent of the amount of the annual budget.

(j) Obtain and carry insurance against casualties and liabilities, as provided in Article 6 of these Bylaws, pay the premiums therefore and adjust and settle any claims thereunder.

(k) Pay the cost of all authorized services rendered to the Condominium Owners Association and not billed to Unit Owners of individual Units or otherwise provided for in Sections 5.1 and 5.2 of these Bylaws.

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repair of the elements and any other expenses incurred. Such books and vouchers accrediting the entries therein shall be available for examination by the Unit Owners, their attorneys, accountants, and authorized agents during general business hours on business days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles, and reviewed at least once each year by an independent accounting firm retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such accounting work shall be a common expense

(m) Borrow money on behalf of the Condominium when required in connection with any instance relating to the operation, care, upkeep and maintenance of the Common Elements; provided, however, that the consent of at least two-thirds in number of all Unit Owners, obtained either in writing or at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of ten thousand dollars. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subsection (m) is not repaid by the Condominium Owners Association, a Unit Owner who pays to the creditor a percentage of the total amount due equal to his Common Element Interest in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Unit pursuant to Section 499B.12 of the Act, and the Association shall not be entitled to assess his Unit for payment of the remaining amount due such creditor.

(n) Acquire, hold and dispose of Units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Condominium Owners Association.

(o) In its sole discretion, from time to time to designate certain Common Elements as Reserved Common Elements and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(p) Do such other things and acts not inconsistent with the Act or the Condominium Instruments which the Board of Directors may be authorized to do by a resolution of the Condominium Owners Association.

Section 3.2. Managing Agent. The Board of Directors may employ for the Condominium a "managing agent" at a compensation to be established by the Board.

(a) Requirements. The managing agent must be able to advise the Board of Directors regarding the administrative operation of the Condominium and shall employ personnel knowledgeable in the areas of condominium insurance, accounting, contract negotiation, labor relations and condominium regulation.

(b) Duties. The managing agent shall perform such duties and services as the Board of Directors shall direct other than the powers set forth in subsections 3.1(b), (f), (g), (m), (n) and (o). The managing agent shall perform the obligations, duties and services relating to the management of the Property and the maintenance of reserve funds in compliance with the provisions of these Bylaws.

Section 3.3. Number and Term of Office.

(a) Designated Members. The initial Board of Directors shall consist of three persons, all of whom shall expire at the third annual meeting; the term of office of one additional director shall expire at the second annual meeting; and the term of office of the other director shall expire at the first annual meeting. The term of each designee shall be fixed by the

Declarant. At the special meeting required by subsection 2.4(b), a number of the directors designated by the Declarant shall resign if necessary so that a majority of the directors shall have been elected in accordance with subsection 2.4(b). The persons elected shall serve for the remainder of the terms of office of the resigning directors who such persons replace, or if no resignation was required, for the terms of office necessary so that the term of office of one director shall expire at each of the first three annual meetings after their election. The directors receiving the greatest vote shall be elected for the longest available terms. At the expiration of the term of office of all directors designated by the Declarant or elected at the special meeting held pursuant to subsection 2.4(b), all successor directors shall be elected to serve for a term of three years.

(b) Elected Members. No later than the first annual meeting of the Condominium Owners Association, the Board of Directors shall be composed of three persons, all of whom shall be Unit Owners or designees of the Declarant. Except for resignation or removal, the directors shall hold office until their respective successors shall have been elected by the Condominium Owners Association.

Section 3.4. Election of Directors.

(a) Elections Committee. At least ninety days prior to the special meeting required by subsection 2.4(b) of these Bylaws and each annual meeting of the Condominium Owners Association, the Board of Directors shall appoint an Elections Committee consisting of a member of the Board whose term is not then expiring and at least three other Unit Owners. The elections Committee shall develop election procedures and administer such procedures as are approved by the Board.

(b) Nominations. Persons qualified to be directors may be nominated for election only by a nominating petition submitted to the chairman of the Elections Committee at least thirty-five days before the meetings at which the election is to be held signed by Unit Owners representing at least ten percent of Units and either indicating the willingness to serve as a director; provided, however, that additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated by petition. The nominee must either be present and consent to the nomination or have indicated in writing the willingness to serve. This subsection (b) does not apply to persons appointed to the Board by the Declarant.

(c) Qualifications. No person shall be eligible for election as a member of the Board of Directors unless such person is (alone or together with one or more other persons) a Unit Owner. No person shall be elected as a director or continue to serve as a director if he is more than thirty days delinquent in financial obligations to the Condominium Owners Association and a lien has been filed against such person's Unit.

Section 3.5. Removal or resignation of Directors. Except with respect to directors designated by the Declarant, at any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a Majority Vote and a successor may then

and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owners shall be given at least seven days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A director may resign at any time and, except for a director designated by the Declarant, shall be deemed to have resigned upon either disposition of such director's Unit, or failure to attend three consecutive regular meetings of the Board, unless the minutes reflect consent to such absence.

Section 3.6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Condominium Owners Association shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum. Each person so elected shall be a director until a successor shall be elected at the next annual meeting of the Association. During the Declarant Control Period, the Declarant shall designate the successor to any director previously designated by the Declarant who resigns or is removed.

Section 3.7 Organization Meetings. The first meeting of the Board of Directors following the annual meeting of the Condominium Owners Association shall be held within thirty days thereafter at such time and place as shall be fixed by the Association at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly-elected directors in order legally to constitute such meeting.

Section 3.8 Regular Meetings. Regular meetings of the Board of Directors may be held at such a time and place as shall be determined from time to time by a majority of the directors, but such meetings shall be held at least once every four months during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, facsimile or telephone, at least three business days prior to the day named for such meeting.

Section 3.9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three business days notice to each director, given personally or by mail, facsimile or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three directors.

Section 3.10. Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director, in person or by telephone communication, at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meetings.

Section 3.11 Quorum of Board of Directors. At all meeting of the Board of directors a majority of the directors (2) shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall

constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. A director who participates in a meeting by means of telephone communication shall be deemed present at the meeting for all purposes.

Section 3.12. Compensation. No director shall receive any compensation from the Condominium for acting as a director.

Section 3.13 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Act or the Condominium Instruments.

Section 3.14 Action without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if evidenced by one or more written consents describing the action taken and signed and dated by each director. Any such written consent shall be effective when the last director signs the consent, unless the consent specifies a different effective date. Any such written consent shall be filed with the records of the Board of Directors.

Section 3.15 Board of Directors as Attorney-in-Fact. The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the Unit Owners of all of the Units and for each of them, to manage, control and deal with the interests of such Unit Owners in the Common Elements of the Condominium to permit the Board of Directors to fulfill all of its powers, rights, functions and duties. The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property to: (i) adjust and settle all claims arising under insurance policies purchased by the Board of Directors, (ii) execute and deliver releases upon the payment of claims and (iii) act on their behalf in any condemnation proceeding or action of eminent domain.

Section 3.16 Liability of the Board of Directors, Officers, Unit Owners and Condominium Owners Association. (a) The Officers, directors and members of the Covenants Committee shall not be liable to the Condominium Owners Association or any Unit Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Condominium Owners Association shall indemnify and hold harmless each of the Officers and directors from and against all contractual liability to others arising out of contracts made by the Officers or the Board of Directors on or contrary to the provisions of the Act or the Condominium Instruments, except to the extent that such liability is satisfied by directors and Officers liability insurance. Officers and directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium

Owners Association. The liability of any Unit Owner arising out of any contract made by the Officers or Board of Directors, or out of the indemnification of the Officers or directors, or for damages as a result of injuries arising in connection with the Common Elements solely by virtue of his ownership of a Common Element Interest therein or for liabilities incurred by the Condominium Owners Association, shall be limited to the total liability multiplied by his Common Element Interest. The Condominium Owners Association shall indemnify and hold harmless each of the members of the Covenants Committee from and against all liability to others arising out of the due exercise of their responsibilities unless their action shall have been taken in bad faith or contrary to the provisions of the Act or the Condominium Instruments. The Condominium Owners Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was an Officer or director of the Association or a member of the Covenants Committee against expenses (including attorneys' fees), judgments, fines and amounts said in settlement incurred by him in connection with such action, suit or proceedings if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Condominium.

(b) The Condominium Owners Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a common expense, or for injury or damage to person or property caused by the elements or by the Unit Owner of any Unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Condominium Owners Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Condominium Owners Association to comply with any law, ordinance or with the order or directive of any governmental authority.

Section 3.17. Common or Interested Directors. Each director shall exercise his powers and duties in good faith and with a view to the interests of the condominium. No contract or other transaction between the Condominium Owners Association and any of its directors, or between the Association and any corporation, firm or association (including the Declarant) in which any of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subsections exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to at least a majority of the Unit Owners, and the Unit Owners approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Condominium Owners Association at the time it is authorized, ratified, approved or executed.

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote at the meeting to authorize any contract or transaction with like force and effect as if such director of the Condominium Owners Association were not an officer or director of such other corporation, firm or association or not so interested.

Section 3.18. Covenants Committee.

(a) Purpose. The Board of Directors shall establish a Covenants Committee, consisting of three members appointed by the Board, each to serve for a term of two years, in order to assure that the Condominium shall always be maintained in a manner: (1) providing for visual harmony and soundness of repair; (2) avoiding activities deleterious to the aesthetic or property values of the Condominium; (3) furthering the comfort of the Unit Owners, their guests and tenants; and (4) promoting the general welfare and safety of the Condominium community.

(b) Powers. The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Common Elements. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses, or consultations required in connection with improvements or charges proposed by a Unit Owner. The Covenants Committee shall have the power to impose reasonable fines (pursuant to subsection 8.1(g) hereof) upon, and issue a cease and desist request to, a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Instruments, the Rules and Regulations or resolutions of the Board of Directors (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the Condominium Instruments, Rules and Regulations and resolutions regarding the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

(c) Authority. The Covenants Committee shall have such additional duties, power and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board of Directors.

ARTICLE 4
Officers

Section 4.1. Designation. The principal Officers of the Condominium Owners Association shall be the President, the Vice President, the Secretary/Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. The President and Vice President shall be residents of the Condominium (except for those appointed by the Declarant) and members of the Board of Directors.

Section 4.2. Election of Officers. The Officers of the Condominium Owners Association shall be elected annually by the Board of Directors at the organization meeting of each new board and shall hold office at the pleasure of the Board.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.4. President. The President shall be the chief executive officer of the Condominium Owners Association; preside at all meetings of the Association and of the Board of Directors; have general and active management of the business of the Association subject to the control of the Board; see that all orders and resolutions of the Board are carried into effect; and appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Condominium Owners Association and of the Board of Directors; have charge of such books and papers as the Board may direct; give or cause to be given all notices required to be given by the Association; maintain a register setting forth the place to which all notices to Unit Owners shall be delivered; and, in general, perform all the duties incident to the office of secretary.

Section 4.7. Treasurer. The Treasurer shall (together with the managing agent, if any) be responsible for Condominium Owners Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare all required financial data; deposit all monies and other valuable effects in the name of the Board of Directors, the Association or the managing agent, in such depositories as may from time to

time be designated by the Board; and, in general, perform all the duties incident to the office of treasurer.

Section 4.8. Execution of Documents. All agreements, contracts, deed, leases, checks and other instruments of the Condominium Owners Association for expenditures or obligations in excess of one thousand dollars, and all checks drawn upon reserve accounts, shall be executed by any two persons designated by the Board of Directors. All such instruments for expenditures or obligations of one thousand dollars or less, except from reserve accounts, may be executed by any one person designated by the Board of Directors.

Section 4.9. Compensation of Officers. No Officer who is also a director shall receive any compensation from the Condominium Owners Association for acting as such Officer.

ARTICLE 5
Operation of the Property

Section 5.1. Determination of Common Expenses and Assessments Against Unit Owners.

(a) **Fiscal Year.** The fiscal year of the Unit Owners Association shall be January 1 through December 31 unless otherwise determined by the Board of Directors.

(b) **Preparation and Approval of Budget.**

(1) At least ninety days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Condominium Owners Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be common expenses by the Condominium Instruments or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. The budget shall reflect the separate assessment of Limited Common Expenses.

(2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty days before the beginning of each fiscal year, the Board of Directors shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the common expenses and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the common expenses of the Condominium.

(c) Assessment and Payment of Common Expenses. Subject to the provisions of subsection 8.1(a) hereof, the total amount of the estimated funds required from assessments for the operation of the Property set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to his respective Common Element Interest, except for Limited Common Expenses which shall be assessed against each Unit Owner benefited in proportion to the relative Common Element Interest of such Units inter se, and shall be a lien against each Unit Owner's Unit as provided in section 8.2 of these Bylaws. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the managing agent (as determined by the Board), one-twelfth of such assessment. Within ninety days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the common expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board of Directors be placed in reserve accounts, be placed in a special account to be expended solely for the general welfare of the Unit Owners, or be credited according to each Unit Owner's Common Element Interest to the next monthly installments due from Unit Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Common Element Interests and shall be payable either: (1) in full with payment of the next monthly assessment due; or (2) in not more than six equal monthly installments, as the Board of Directors may determine.

(d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their respective Common Element Interests, and which may be payable in a lump sum or in installments as the Board may determine. The Board of Directors shall serve notice of any such further assessment on Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten days after the delivery of such notice of further assessment. All Unit Owners so notified shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in subsection (c).

(e) Initial Capital Payment. (i) Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this section, for the period commencing thirty days after such election and ending of the last day of the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as provided in subsection (c).

(ii) The Declarant, as the agent of the Board of Directors, will collect from each initial purchaser at the closing an "initial capital payment" equivalent to twice the estimated monthly assessment for common expenses for such purchaser's Unit. The Declarant will deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Condominium Owners Association. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the Board of Directors may determine.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten days after such new annual or adjusted budget shall have been delivered.

(g) Accounts. All sums collected by the Board of Directors with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund or held for each Unit Owner in accordance with his Common Element Interest.

Section 5.2 Payment of Common Expenses. Each Unit Owner shall pay the common expenses, including Limited Common Expenses, assessed by the Board of Directors pursuant to the provisions of Section 5.1 hereof. No Unit Owner may be exempted from liability for the assessment of common expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefore; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five business days following a written request therefore to the Board of Directors or managing agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth, and provided, further, that each mortgagee who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such person comes into possession thereof, except for claims for a pro rate share of such assessments or charges resulting from a pro rate reallocation of such assessments or charges to all Units including the mortgaged Unit

Section 5.3. Collection of Assessments. The Board of Directors, or the managing agent at the request of the Board, shall take prompt action to collect any assessments for common expenses due from any Unit Owner which remain unpaid for more than thirty days from the due date for payment thereof. Any assessment, or installment thereof, not paid within ten days after due shall accrue a late charge in the amount of fifty dollars, or such other amount as may be established from time to time by the Board of Directors.

Section 5.4. Statement of Common Expenses. The Board of Directors shall promptly provide any Unit Owner, contract purchaser or mortgagee so requesting the same a written statement of all unpaid assessments for common expenses due from such Unit Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 5.5. Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Condominium Owners Association: The Condominium Owners Association shall be responsible for the maintenance, repair and replacement (unless, in the opinion of not less than two-thirds of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements as defined herein or in the Declaration, whether located inside or outside of the Units, the cost of which shall be charged to all Unit Owners as a common expense; provided, however, that each Unit Owner shall perform normal maintenance on the Limited Common Elements appurtenant to his Unit and any portion of the remaining Common Elements which the Board of Directors pursuant to the Rules and Regulations has given him permission to utilize, including without limitation the items enumerated in subsection (b).

(b) By the Unit Owner.

(1) Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Condominium Owners Association is responsible

(2) The Unit Owner of any Unit to which a Limited Common Element balcony or terrace is appurtenant shall perform the normal maintenance for such Limited Common Element, including keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water and shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All structural repair or replacement shall be made by the Condominium Owners Association as a common expense, as provided in subsection (a)

(3) Any Unit Owner permitted by the Board of Directors to use a specific portion of the Common Elements for storage is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.

(c) Manner of Repair and Replacement All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be done with contemporary building materials and equipment. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

Section 5.6. Additions, Alterations or Improvements by the Board of Directors. Except during the Declarant Control Period, whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing in excess of ten thousand dollars during any period of twelve consecutive months, the making of such additions, alterations or improvements shall be approved by a Majority Vote, and the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners benefited for the cost thereof as a common expense or Limited Common Expense. Any additions, alterations or improvements costing ten thousand dollars or less during any period of twelve consecutive months may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute a common expense or Limited Common Expense, depending on the nature of the additions, alterations or improvements. The ten thousand dollar limitation shall be increased annually by the percentage equal to the percentage increase in the annual budget of the Condominium. Notwithstanding the foregoing, if, in the opinion of not less than two-thirds of the Members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owners requesting the same, such requesting Unit Owners shall be assessed therefore in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportion as may be determined by the Board of Directors.

Section 5.7. Additions, Alterations or Improvements by the Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors or the Covenants Committee as appropriate. No Unit Owner shall paint or alter the exterior of his Unit, including the doors and windows, nor shall any Unit Owner paint or alter the exterior of any building, without the prior written consent of the Board of Directors or the Covenants Committee as appropriate. The Board of Directors or the Covenants Committee, as appropriate, shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors or the Covenants Committee to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by an authorized officer only, without however incurring any liability on the part of

the Board of Directors, the Association or any of them to any contractor, subcontractor or materialmen on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom. The provisions of this Section shall not apply to Units owned by the Declarant until deeds of conveyance of such Units shall have been recorded; provided, however, that the Declarant's construction or alterations shall be architecturally compatible with existing Units. The Declarant shall have the right to make such alterations or subdivisions without the consent of the Board of Directors, and an authorized officer shall execute any such required application.

Section 5.8. Restrictions on Use of Units and Common Elements; Rules and Regulations.

(a) **Restrictions.** Each Unit and the Common Elements shall be occupied and used as follows:

(1) Except for the areas of the Condominium designated for recreational use and except as provided in the Declaration, no Unit shall be used for other than housing and the related common purposes for which the Property was designed. The Board of Directors may permit reasonable, temporary non-residential uses from time to time. Nothing in these Bylaws shall be construed to prohibit the Declarant from using any Unit owned by the Declarant for promotional, marketing or display purposes or from using any appropriate portion of the Common Elements for settlement of sales of Units and for customer service purposes.

(2) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use without the prior written consent of the Board of Directors. No waterbeds shall be permitted in any Unit. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Elements.

(3) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a common expense.

(4) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for such storage by the Condominium Instruments or the Board of Directors) without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Board of Directors or the Covenants Committee, as appropriate.

(5) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units. The stairwells and building entrances shall be used for no purpose other than for normal transit.

(6) No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than 30 days without the prior written permission of the Board of Directors; provided No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on a written form of lease: (i) requiring the lessee to comply with the Condominium Instruments and Rules and Regulations (ii) providing that failure to comply constitutes a default under the lease, and (iii) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five days prior written notice to the Unit Owner, in the event of a default by the lessee in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Owners. Each Unit Owner of a Unit shall, promptly following the execution of any lease of a Unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this subsection, except the restriction against use for hotel or transient purposes, of this subsection, except the restriction against use for hotel or transient purposes, shall not apply to the Declarant, or to a mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(7) Trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if expressly permitted by the Rules and Regulations and only in such parking areas, if any, as may be designated for such purpose by the Board of Directors. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.

(8) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets, subject to the Rules and Regulations adopted by the Board of Directors or as allowed or required by the Declaration of Horizontal Property Regime; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the property upon ten days written notice from the Board of Directors. Such pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors may establish reasonable

fees for registration of pets not to exceed the additional costs incurred by the Association resulting from the presence of such pets.

(9) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element without the prior written approval of the Board of Directors. The foregoing provisions of this subsection shall not apply to a mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(b) Changes to Rules and Regulations. Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and changed by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Changes to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

Section 5.9 Right of Access. By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Article 4 of the Declaration, to the Board of Directors or the managing agent, or any other person authorized by the Board or the managing agent, or any group of the foregoing, for the responsibilities, including without limitation making inspections, correcting any condition originating in his Unit or in a common element to which access is obtained through his Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical systems or the Common Elements in his Unit or elsewhere in the Property or to correct any condition which violates any mortgage; provided, however, that request for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether or not the Unit Owner is present.

Section 5.10 Utility Charges. The cost of utilities serving the Condominium not individually metered to a Unit shall be common expenses allocated pursuant to Section 5.1 hereof.

Section 5.1. Parking Spaces. All roadways shall be used by the Unit Owners for self-service parking purposes on a "first come, first served" basis, except as the Board of Directors may otherwise determine; provided, however, that no Unit Owner shall park on the Common Element parking spaces more than one vehicle (owned or leased by such Unit Owner, a member of his family, an employee or a tenant leasing his Unit) without the prior written consent of the Board of Directors. The cost of maintenance and repair of all parking areas shall be a common expense.

ARTICLE 7

Repair and Reconstruction After Fire or Other Casualty

Section 6.1. When Repair and Reconstruction are Required. Except as otherwise provided in Section 6.4 and subject to Article XI of the Declaration, in the event of damage to or

destruction of all or any part of one or more buildings as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof (including any damages Units, and the floor coverings, kitchen or bathroom fixtures and appliances initially installed therein by the Declarant, and replacements thereof installed by the Declarant, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of the Unit.

Section 6.2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of a building, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring such portion (including any damaged Units and any floor coverings and kitchen and bathroom fixtures and appliances initially installed by Declarant, and the replacements thereof installed by the Declarant, but not including any other furniture, furnishings, fixtures or equipment installed by the Unit Owner in the Unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the insurance trustee determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a common expense and a special assessment therefore shall be levied on the Unit Owners owning Units in the affected building.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the Property, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible.

Section 6.3. Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the insurance trustee from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair upon order of the Board of Directors.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided among all affected Unit Owners in proportion to their Common Element Interests and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

(c) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service to the Units, then to the cost of repairing the other Common Elements and thereafter to the cost of repairing the Units.

(d) Certificate. The insurance trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary certifying: (i) whether the damaged property is required to be reconstructed and repaired (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the insurance trustee promptly after request.

Section 6.4. When Reconstruction Is Not Required. (i) If the Board of Directors elects not to repair insubstantial damage to the Common Elements, the Board of Directors shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be distributed among all affected Unit Owners in proportion to their respective Common Element Interests.

(ii) If pursuant to Section 5.2 of the Declaration the affected Unit Owners vote not to rebuild, repair, or restore the building, then the insurance proceeds shall be applied first to the cost of razing the building and repairing the land to accommodate the landscape and aesthetics of the Condominium and then to the affected Unit Owners in proportion to their respective Common Element Interests.

ARTICLE 7 **Compliance and Default**

Section 7.1 Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Condominium Instruments, the Rules and Regulations, and the Act as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Association, acting through its Board of Directors or through the managing agent, to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Board of Directors or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments, the Rules and Regulations, or the Act shall not constitute a waiver of the right of the Association, the Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from, exercising such other privileges as may be granted to such party by the Condominium Instruments, the Rules and Regulations or the Act or at law or in equity.

(d) Interest. In the event of a default by any Unit Owner in paying any sum assessed against his Unit which continues for a period in excess of fifteen days, interest at a rate equal to eighteen percent per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any provision of the Condominium Instruments or the Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and receive at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (ii) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and receive, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(f) Legal Proceedings. Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the managing agent or, if appropriate, by any aggrieved Unit Owner and shall not constitute an election of remedies.

(g) Fines. The Board of Directors and the Covenants Committee may levy reasonable fines against Unit Owners for violations of the Rules and Regulations, the Condominium

Instruments or the Act. No fine may be levied for more than one percent of such Unit Owner's annual assessment for any one violation; but each day a violation continues, after notice is given to the Unit Owner, is a separate violation. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until the hearing is held. Fines are special assessments and shall be collectible as such.

Section 7.2. Lien for Assessments.

(a) Lien. The total annual assessment of each Unit Owner for common expenses, Limited Common Expenses or any special assessment, or any other sum duly levied (including without limitation fines, interest, late charges, etc.), made pursuant to these Bylaws, is hereby declared to be a lien levied against the Unit of such Unit Owner as provided in section 499B.17 of the Act, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Condominium and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than seven days after delivery to the Unit Owner of notice of such special assessment or levy. The Board of Directors or the managing agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

(b) Acceleration. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated at the option of the Board of Directors, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner by the Board of Directors or the managing agent.

(c) Enforcement. The lien for assessments may be enforced and foreclosed in the manner provided by the laws of the State of Iowa by power of sale or action in the nature of the Board of Directors, or the managing agent, acting on behalf of the Association. During the pendency of such suit the Unit Owner shall be required to pay a reasonable rental for the unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver.

(d) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the sale, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 7.3 Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a mortgage made in good faith for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Unit at such sale from liability for any assessments thereafter

becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE 8
Amendments to Bylaws

Section 8.1. Amendments. These Bylaws may be modified or amended by a Majority Vote; provided, however, that until the expiration of the Declarant Control Period, the Bylaws may not be amended without the prior written consent of the Declarant. All amendments to the Bylaws shall be recorded in the land records where the Condominium Instruments are recorded.

ARTICLE 9
Miscellaneous

Section 9.1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivery personally or sent by United States mail, postage prepaid, or if notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Board of Directors or to the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this section. If a Unit owned by more than one person, each such person who so designates an address in writing to the Secretary shall be entitled to receive all notice hereunder.

Section 9.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 9.3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 9.4. Construction. These Condominium Instruments are intended to comply with all of the applicable provisions of the Act and shall be so interpreted and applied.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed, this
17 day of Nov, 2009.


Jely Harvey

STATE OF IOWA :
 : SS.
DICKINSON COUNTY :

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Jeff Harvey, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction.

GIVEN under my hand and seal this 17 day of Nov, 2009.

NOTARIAL SEAL
BENJAMIN SAUNDERS
COMMISSION #138842
COMMISSION EXPIRES
8-25-2012

[Signature]
NOTARY PUBLIC IN AND FOR SAID COUNTY
AND STATE



PROPRIETOR'S CERTIFICATE
TRI-VIEW ESTATES CONDOMINIUM'S

KNOW ALL MEN BY THESE PRESENTS:

That Jeff Harvey has caused the following described property, to wit:

The South 100 feet of Block 8, Minnewaukon Beach, City of Orleans,
Dickinson County, Iowa

Being that tract of land submitted to a Declaration of Horizontal Property Regime known as Tri-View Estates Condominiums, which is attached hereto, to be surveyed, staked and platted as shown and set forth in and by the attached plat, and the survey by R V Bendixen of Jacobson-Westergard & Assoc, Inc, who surveyed, staked and platted the same. This Declaration of Horizontal Property Regime is made with the free consent and in accordance with the proprietor, Jeff Harvey.

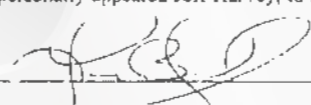
The property submitted to the Declaration of Horizontal Property Regime is subject to the Declaration and to the Bylaws of the Tri-View Estates Condominium Owners Association established thereby, and attached hereto.

IN WITNESS WHEREOF, Jeff Harvey, the owner and proprietor of the land described in the attached Declaration of Horizontal Property Regime, does hereby execute this Proprietor's Certificate this ___ day of November, 2009.

BY: 
Jeff Harvey

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 17 day of Nov . , 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff Harvey, to me personally known, and by him voluntarily executed



Notary Public in and for said State

